

AGREEMENT

THIS AGREEMENT is made and entered into _____, 2011, by and between the City of West Lafayette, Indiana, hereinafter referred to as the "OWNER", and

BUTLER, FAIRMAN AND SEUFERT, INC.
8450 Westfield Boulevard, Suite 300
Indianapolis, Indiana 46240-5920

hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the OWNER desires to contract for assistance of GIS administration, and

WHEREAS, the CONSULTANT has expressed a willingness to complete assistance of GIS administration as desired by the OWNER and to furnish the services in connection therewith;

NOW, THEREFORE, the parties hereto agree that the CONSULTANT will provide the services and data/documents, hereinbefore and hereinafter described, in relation to the following described project:

PROJECT: GIS Administration Assistance

Description of Project:

This project represents the assistance of administration of the OWNER's GIS system.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

Section I Services by CONSULTANT

1. a. GIS Administration
 - CONSULTANT will work with the OWNER to establish Policies, Procedures and Standard Office Operations. This will include:
 - Mapping
 - Software
 - Data Standards
 - Manage Digital Data Submission Standard
 - Mirror Tippecanoe County Ordinance No. 2006-04-CM
 - Incorporate OWNER Utility features to the definitions list
 - Maintain Software on OWNER laptops and workstations
 - Assist the OWNER in training users of the GIS system
 - Evaluate data warehousing and suggest improvements
 - Migrate shape file based system to a Geo-Database

b. Coordination with Tippecanoe County GIS and Purdue

- CONSULTANT will coordinate between Tippecanoe County, Purdue and OWNER to keep current the County data relied upon by the OWNER.
 - Determine appropriate Database sharing
 - Establish policies and procedures for Data Sharing
 - Submittal of Data to Tippecanoe County and Purdue
 - Receiving Data from Tippecanoe County and Purdue

c. Needs Analysis

- CONSULTANT will work with City Departments to ensure GIS functionality in supporting day-to-day operations. The Needs Analysis will include:
 - Assist OWNER in determining maintenance needs
 - Annual GIS budget for future years
 - Implementation schedule for future GIS activities

d. Compensation

The CONSULTANT will receive payment from the OWNER for the work performed under this agreement as follows unless a modification of the agreement is mutually agreed upon.

For Services, performed by the CONSULTANT, the CONSULTANT will be paid as noted on Appendix B

Reimbursable expenses for mileage and printing will not be invoiced to the OWNER.

Fees for this Section, will not exceed \$40,000.00 in calendar year 2011 without prior authorization by the OWNER.

2 2011 GIS Annual Layer Maintenance

Budget for Year going forward to maintain the GIS system using averages over past years projects and maintenance activities. Assuming the use of the Digital Data Submission standard and the ability to dispatch GPS crews on a as-needed or scheduled basis for collection taking at least 1 days time, per activity.

Annual Maintenance Scope Basis;

Twelve (12) or less maintenance bonds per year.

Five (5) or less subdivisions

Forty (40) or less site plans

Fourteen (14) or less public works projects.

Survey /GPS – Four hundred (400) or less collected points

Compensation

CONSULTANT will invoice OWNER monthly for partial completion of services. Payment from the OWNER will be due within 30 days of CONSULTANT'S invoice.

Fees for this Section, will not exceed \$24,000.00 in the remaining calendar year 2011 without prior authorization by the OWNER. In addition, reimbursable expenses for mileage will be invoiced at \$0.40 per mile.

Scope of Services listed above or Additional Services will be based on the hourly rates in Appendix B for the hours spent on the additional work. No additional work will be performed without prior authorization by the OWNER.

3. Time

- Upon execution of this Agreement, the estimated schedule to complete the services outlined in this Agreement shall be as follows:

<u>Services</u>	<u>Months to Complete</u>
On-Call	9 -2011

4. Additional Services

- Additional services as requested – see Appendix A.

Section II Information and Services to be Furnished by OWNER

The information and services to be furnished by the OWNER are:

1. Access to GIS system on-site or at CONSULTANT's office.
2. Pay to the CONSULTANT for its services the appropriate fee amount as identified in Section III.

Section III General Conditions

1. Employment

During the period of this agreement, the CONSULTANT will not engage on this project on a full or part-time basis any professional or technical personnel who are or have been at any time during the period of this Agreement in the employ of the OWNER, except regularly retired employees.

2. Ownership of Documents

All reports, tables, figures, data and other documents prepared by the CONSULTANT will become property of the OWNER.

3. Insurance

The CONSULTANT shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

- General Liability (including automobile) with a combined single limit of \$2,000,000. The OWNER shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. CONSULTANT'S insurance shall be written on a "primary" basis and the OWNER'S insurance program shall be in excess of all of CONSULTANT'S available coverage.
- Worker's Compensation at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of OWNER.
- Professional Liability for protection against claims arising out of performance of professional services caused by negligent error, omission, or act in the amount of \$2,000,000.00
- The CONSULTANT shall provide Certificates of Insurance indicating the aforesaid to the OWNER.

4. Successors and Assigns

The OWNER and the CONSULTANT each binds himself, his partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party in respect of all covenants of this Agreement. Neither the OWNER nor the CONSULTANT will assign, sublet or transfer his interest in this Agreement without the written consent of the other.

5. Severability

If any part of this AGREEMENT is determined by a court to be in conflict with statute or constitution or to be unlawful for any reason, the parties intend that the remaining provisions of this AGREEMENT will remain in full force and effect unless the stricken provision leaves the remaining AGREEMENT unenforceable.

6. Termination of Agreement

This Agreement may be terminated by either party upon thirty (30) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, due to the fault of others than the CONSULTANT, the CONSULTANT will be paid for services

performed to termination date, including reimbursements. In addition, the OWNER may also terminate this agreement without cause upon thirty(30) days written notice to CONSULTANT which shall be entitled to payment for all services rendered pursuant to this Agreement to the date of termination as well as services reasonably required to wind up CONSULTANT'S work hereunder.

7. Indemnities

CONSULTANT and the OWNER each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorney fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the OWNER and CONSULTANT, they will be borne by each party in proportion to its negligence. Notwithstanding anything to the contrary herein, OWNER does not waive and shall be fully entitled to all defenses provided by law to municipalities including but not limited to contributory negligence.

8. Supplements

This Agreement may be amended, supplemented or modified by a written addendum.

9. Litigation

In the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including a reasonable attorney fee.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
BUTLER, FAIRMAN & SEUFERT, INC.



Michael A. Smith
Executive Vice President

CITY OF WEST LAFAYETTE, INDIANA
BOARD OF PUBLIC WORKS & SAFETY

John R. Dennis, Mayor

Sana G. Booker, Member

Bradley W. Marley, Member

Jonathan C. Speaker, Member

Elizabeth M Stull, Member

ATTEST:

Judith C. Rhodes, Clerk Treasurer

APPENDIX A

ADDITIONAL SERVICES

The following ADDITIONAL services can be provided to OWNER at the applicable fee schedule rates for the amount of time worked by all essential personnel.

1. Creating and implementing a system of document management for GIS.
2. Additional services in connection with the project not otherwise provided for in this Agreement.

APPENDIX B

BUTLER, FAIRMAN and SEUFERT, INC. FEE SCHEDULE

<u>Employee Classification</u>	<u>Hourly Billing Rate*</u>
Principal.....	\$175.00
GIS Administrator	\$130.00
Database Administrator	\$110.00
On-Site GIS Specialist	\$97.00
GIS Specialist	\$90.00
GIS Technician	\$65.00
Support.....	\$55.00

Rates effective January 1, 2011 and valid for calendar year 2011.

The billing rates may be adjusted annually (beginning January 2012) to reflect changes in the compensation payable to **CONSULTANT**.

*Hourly billing rates include actual salary or wage; plus cost of fringe benefits, including but not limited to: social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses and sick leave, vacation and holiday pay applicable thereto.

APPENDIX C

New Construction GIS Mapping Catch-Up